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Attorneys for Plaintiff,  
JERREMY BARRIOS

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

JERREMY BARRIOS, an individual.

Plaintiff,

vs.

MARRIOTT INTERNATIONAL  
ADMINISTRATIVE SERVICES, INC.,  
a Delaware corporation; EDITION  
MANAGEMENT LLC dba THE WEST  
HOLLYWOOD EDITION, a Delaware  
Limited Liability Company; and DOES 1  
through 10, Inclusive,

Defendants.

Case No.: 2:25-cv-05138-SSC  
Assigned to: Magistrate Judge Stephanie  
S. Christensen

**JOINT STIPULATED PROTECTIVE  
ORDER REGARDING  
CONFIDENTIAL INFORMATION;  
[PROPOSED] ORDER**

Complaint Filed: May 2, 2025  
Removed: June 5, 2025  
Trial Date: September 15, 2026

1     **1. INTRODUCTION**

2           1.1     Purposes and Limitations. Discovery in this action is likely to involve  
3 production of confidential, proprietary, or private information for which special  
4 protection from public disclosure and from use for any purpose other than  
5 prosecuting this litigation may be warranted. Accordingly, the parties hereby  
6 stipulate to and petition the court to enter the following Stipulated Protective Order  
7 RE: Confidential Information. The parties acknowledge that this Order does not  
8 confer blanket protections on all disclosures or responses to discovery and that the  
9 protection it affords from public disclosure and use extends only to the limited  
10 information or items that are entitled to confidential treatment under the applicable  
11 legal principles.

12           1.2     Good Cause Statement.

13           This action is likely to involve confidential employee contact information  
14 (including private and confidential contact information of third parties), employee  
15 data and related records, and other valuable research, development, commercial,  
16 financial, technical and/or proprietary information for which special protection from  
17 public disclosure and from use for any purpose other than prosecution of this action is  
18 warranted. Such confidential and proprietary materials and information consist of,  
19 among other things, confidential business information, information regarding  
20 confidential business practices, confidential contact information of third parties  
21 (including former employees) or other confidential research, development, or  
22 commercial information (including information implicating privacy rights of third  
23 parties), information otherwise generally unavailable to the public, or which may be  
24 privileged or otherwise protected from disclosure under state or federal statutes, court  
25 rules, case decisions, or common law. Accordingly, to expedite the flow of  
26 information, to facilitate the prompt resolution of disputes over confidentiality of  
27 discovery materials, to adequately protect information the parties are entitled to keep  
28 confidential, to ensure that the parties are permitted reasonable necessary uses of such

1 material in preparation for and in the conduct of trial, to address their handling at the  
2 end of the litigation, and serve the ends of justice, a protective order for such  
3 information is justified in this matter. It is the intent of the parties that information  
4 will not be designated as confidential for tactical reasons and that nothing be so  
5 designated without a good faith belief that it has been maintained in a confidential,  
6 non-public manner, and there is good cause why it should not be part of the public  
7 record of this case.

8       1.3 Acknowledgment of Procedure for Filing Under Seal. The parties  
9 further acknowledge, as set forth in Section 12.3, below, that this Stipulated  
10 Protective Order does not entitle them to file confidential information under seal;  
11 Local Rule 79-5 sets forth the procedures that must be followed and the standards that  
12 will be applied when a party seeks permission from the court to file material under  
13 seal.

14       There is a strong presumption that the public has a right of access to judicial  
15 proceedings and records in civil cases. In connection with non-dispositive motions,  
16 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
17 *Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd*  
18 *v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v.*  
19 *Sony Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective  
20 orders require good cause showing), and a specific showing of good cause or  
21 compelling reasons with proper evidentiary support and legal justification, must be  
22 made with respect to Protected Material that a party seeks to file under seal. The  
23 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL  
24 does not—without the submission of competent evidence by declaration,  
25 establishing that the material sought to be filed under seal qualifies as confidential,  
26 privileged, or otherwise protectable—constitute good cause.

27       Further, if a party requests sealing related to a dispositive motion or trial, then  
28 compelling reasons, not only good cause, for the sealing must be shown, and the

1 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
 2 *See Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677–79 (9th Cir. 2010). For each  
 3 item or type of information, document, or thing sought to be filed or introduced  
 4 under seal in connection with a dispositive motion or trial, the party seeking  
 5 protection must articulate compelling reasons, supported by specific facts and legal  
 6 justification, for the requested sealing order. Again, competent evidence supporting  
 7 the application to file documents under seal must be provided by declaration.

8 Any document that is not confidential, privileged, or otherwise protectable in  
 9 its entirety will not be filed under seal if the confidential portions can be redacted. If  
 10 documents can be redacted, then a redacted version for public viewing, omitting  
 11 only the confidential, privileged, or otherwise protectable portions of the document,  
 12 shall be filed. Any application that seeks to file documents under seal in their  
 13 entirety should include an explanation of why redaction is not feasible.

## 14 **2. DEFINITIONS**

15 2.1 Action: The Action pending in the U.S. District Court, Central District  
 16 of California stylized as *Jeremy Barrios v. Marriott International Administrative*  
 17 *Services, Inc. et al.* and bearing Case No.: 2:25-cv-05138-SSC

18 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
 19 of information or items under this Order.

20 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
 21 how it is generated, stored or maintained) or tangible things that qualify for protection  
 22 under Rule 26(c) of the Federal Rules of Civil Procedure, and as specified above in  
 23 the Good Cause Statement.

24 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
 25 support staff).

26 2.5 Designating Party: a Party or Non-Party that designates information or  
 27 items that it produces in disclosures or in responses to discovery as  
 28

1 “CONFIDENTIAL.”

2       2.6 Disclosure or Discovery Material: all items or information, regardless of  
3 the medium or manner in which it is generated, stored, or maintained (including,  
4 among other things, testimony, transcripts, and tangible things), that are produced or  
5 generated in disclosures or responses to discovery in this matter.

6       2.7 Expert: a person with specialized knowledge or experience in a matter  
7 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
8 an expert witness or as a consultant in this Action.

9       2.8 Final Disposition: the later of (1) dismissal of all claims and defenses in  
10 this Action, with or without prejudice; and (2) final judgment herein after the  
11 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of  
12 this Action, including the time limits for filing any motions or applications for  
13 extension of time pursuant to applicable law.

14       2.9 In-House Counsel: attorneys who are employees of a party to this  
15 Action. In-House Counsel does not include Outside Counsel of Record or any other  
16 outside counsel.

17       2.10 Non-Party: any natural person, partnership, corporation, association, or  
18 other legal entity not named as a Party to this action.

19       2.11 Outside Counsel of Record: attorneys who are not employees of a party  
20 to this Action but are retained to represent or advise a party to this Action and have  
21 appeared in this Action on behalf of that party or are affiliated with a law firm which  
22 has appeared on behalf of that party, and includes support staff.

23       2.12 Party: any party to this Action, including all of its officers, directors,  
24 employees, consultants, retained experts, and Outside Counsel of Record (and their  
25 support staffs).

26       2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
27 Discovery Material in this Action.

28       2.14 Professional Vendors: persons or entities that provide litigation- support

1 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
2 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
3 and their employees and subcontractors.

4 2.15 Protected Material: any Disclosure or Discovery Material that is  
5 designated as “CONFIDENTIAL.”

6 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
7 from a Producing Party.

### 8 **3. SCOPE**

9 The protections conferred by this Stipulation and Order cover not only  
10 Protected Material (as defined above), but also (1) any information copied or  
11 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
12 compilations of Protected Material; and (3) any testimony, conversations, or  
13 presentations by Parties or their Counsel that might reveal Protected Material.

14 Any use of Protected Material at trial shall be governed by the orders of the  
15 trial judge. This Stipulated Protective Order does not govern the use of Protected  
16 Material at trial.

### 17 **4. TRIAL AND DURATION**

18 The terms of this Stipulated Protective Order apply through Final Disposition  
19 of the Action.

20 Once a case proceeds to trial, information that was designated as  
21 CONFIDENTIAL or maintained pursuant to this Stipulated Protective Order and  
22 used or introduced as an exhibit at trial becomes public and will be presumptively  
23 available to all members of the public, including the press, unless compelling  
24 reasons supported by specific factual findings to proceed otherwise are made to the  
25 trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180–81  
26 (distinguishing “good cause” showing for sealing documents produced in discovery  
27 from “compelling reasons” standard when merits-related documents are part of court  
28



1 record). Accordingly, for such materials, the terms of this Stipulated Protective  
2 Order do not extend beyond the commencement of the trial.

3 Even after Final Disposition of this litigation, the confidentiality obligations  
4 imposed by this Stipulated Protective Order shall remain in effect until a Designating  
5 Party agrees otherwise in writing or a court order otherwise directs.

6 **5. DESIGNATING PROTECTED MATERIAL**

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.  
8 Each Party or Non-Party that designates information or items for protection under this  
9 Order must take care to limit any such designation to specific material that qualifies  
10 under the appropriate standards. The Designating Party must designate for protection  
11 only those parts of material, documents, items, or oral or written communications that  
12 qualify so that other portions of the material, documents, items, or communications  
13 for which protection is not warranted are not swept unjustifiably within the ambit of  
14 this Order.

15 Mass, indiscriminate, or routinized designations are prohibited. Designations  
16 that are shown to be clearly unjustified or that have been made for an improper  
17 purpose (e.g., to unnecessarily encumber the case development process or to impose  
18 unnecessary expenses and burdens on other parties) may expose the Designating  
19 Party to sanctions.

20 If it comes to a Designating Party's attention that information or items that it  
21 designated for protection do not qualify for protection, that Designating Party must  
22 promptly notify all other Parties that it is withdrawing the inapplicable designation.

23 5.2 Manner and Timing of Designations. Except as otherwise provided in  
24 this Stipulated Protective Order (*see, e.g.*, second paragraph of section 5.2(a) below),  
25 or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies  
26 for protection under this Stipulated Protective Order must be clearly so designated  
27 before the material is disclosed or produced.  
28

1 Designation in conformity with this Stipulated Protective Order requires:

2 (a) for information in documentary form (e.g., paper or electronic  
3 documents, but excluding transcripts of depositions or other pretrial or trial  
4 proceedings), that the Producing Party affix at a minimum, the legend  
5 “CONFIDENTIAL” to each page that contains protected material. If only a portion  
6 or portions of the material on a page qualifies for protection, the Producing Party  
7 also must clearly identify the protected portion(s) (e.g., by making appropriate  
8 markings in the margins).

9 A Party or Non-Party that makes original documents available for inspection  
10 need not designate them for protection until after the inspecting Party has indicated  
11 which documents it would like copied and produced. During the inspection and  
12 before the designation, all of the material made available for inspection shall be  
13 deemed CONFIDENTIAL. After the inspecting Party has identified the documents  
14 it wants copied and produced, the Producing Party must determine which  
15 documents, or portions thereof, qualify for protection under this Stipulated  
16 Protective Order. Then, before producing the specified documents, the Producing  
17 Party must affix the “CONFIDENTIAL” legend to each page that contains Protected  
18 Material. If only a portion or portions of the material on a page qualifies for  
19 protection, the Producing Party also must clearly identify the protected portion(s)  
20 (e.g., by making appropriate markings in the margins).

21 (b) for testimony given in depositions that the Designating Party identify  
22 the Disclosure or Discovery Material on the record, before the close of the deposition  
23 all protected testimony.

24 (c) for information produced in some form other than documentary and for  
25 any other tangible items, that the Producing Party affix in a prominent place on the  
26 exterior of the container or containers in which the information is stored the  
27 “CONFIDENTIAL” legend. If only a portion or portions of the information warrants  
28 protection, the Producing Party, to the extent practicable, shall identify the protected



1 portion(s).

2       5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
3 failure to designate qualified information or items does not, standing alone, waive the  
4 Designating Party's right to secure protection under this Order for such material.  
5 Upon timely correction of a designation, the Receiving Party must make reasonable  
6 efforts to assure that the material is treated in accordance with the provisions of this  
7 Stipulated Protective Order.

## 8 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
10 designation of confidentiality at any time that is consistent with the court's  
11 Scheduling Order.

12       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
13 resolution process under Local Rule 37.1 et seq. and with Section 2 of Judge  
14 Christensen's Civil Procedures titled "Brief Pre-Discovery Motion Conference."<sup>1</sup>

15       6.3 The burden of persuasion in any such challenge proceeding shall be on  
16 the Designating Party. Frivolous challenges, and those made for an improper  
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
18 parties) may expose the Challenging Party to sanctions. Unless the Designating  
19 Party has waived or withdrawn the confidentiality designation, all parties shall  
20 continue to afford the material in question the level of protection to which it is  
21 entitled under the Producing Party's designation until the court rules on the  
22 challenge.

## 23 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

24       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
25 disclosed or produced by another Party or by a Non-Party in connection with this  
26

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27  
28 <sup>1</sup> Judge Christensen's Procedures are available at  
<https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen>.

1 Action only for prosecuting, defending, or attempting to settle this Action. Such  
2 Protected Material may be disclosed only to the categories of persons and under the  
3 conditions described in this Order. When the Action reaches a Final Disposition, a  
4 Receiving Party must comply with the provisions of section 13 below.

5 Protected Material must be stored and maintained by a Receiving Party at a  
6 location and in a secure manner that ensures that access is limited to the persons  
7 authorized under this Stipulated Protective Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
9 otherwise ordered by the court or permitted in writing by the Designating Party, a  
10 Receiving Party may disclose any information or item designated  
11 “CONFIDENTIAL” only:

12 (a) to the Receiving Party’s Outside Counsel of Record in this Action, as  
13 well as employees of said Outside Counsel of Record to whom it is reasonably  
14 necessary to disclose the information for this Action;

15 (b) to the officers, directors, and employees (including House Counsel) of  
16 the Receiving Party to whom disclosure is reasonably necessary for this Action;

17 (c) to Experts (as defined in this Order) of the Receiving Party to whom  
18 disclosure is reasonably necessary for this Action and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (d) to the court and its personnel;

21 (e) to court reporters and their staff;

22 (f) to professional jury or trial consultants, mock jurors, and Professional  
23 Vendors to whom disclosure is reasonably necessary for this Action and who have  
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (g) to the author or recipient of a document containing the information or a  
26 custodian or other person who otherwise possessed or knew the information;

27 (h) during their depositions, to witnesses, and attorneys for witnesses, in the  
28 Action to whom disclosure is reasonably necessary, provided: (1) the deposing party

1 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”  
2 (Exhibit A); and (2) the witness will not be permitted to keep any confidential  
3 information unless they sign the “Acknowledgment and Agreement to Be Bound”  
4 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the  
5 court. Pages of transcribed deposition testimony or exhibits to depositions that  
6 reveal Protected Material may be separately bound by the court reporter and may not  
7 be disclosed to anyone except as permitted under this Stipulated Protective Order;  
8 and

9 (i) to any mediator or settlement officer, and their supporting personnel,  
10 mutually agreed upon by any of the parties engaged in settlement discussions.

11 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
12 **PRODUCED IN OTHER LITIGATION**

13 If a Party is served with a subpoena or a court order issued in other litigation  
14 that compels disclosure of any information or items designated in this Action as  
15 “CONFIDENTIAL,” that Party must:

16 (a) promptly notify in writing the Designating Party. Such notification shall  
17 include a copy of the subpoena or court order;

18 (b) promptly notify in writing the party who caused the subpoena or order  
19 to issue in the other litigation that some or all of the material covered by the  
20 subpoena or order is subject to this Protective Order. Such notification shall include  
21 a copy of this Stipulated Protective Order; and

22 (c) cooperate with respect to all reasonable procedures sought to be pursued  
23 by the Designating Party whose Protected Material may be affected.

24 If the Designating Party timely seeks a protective order, the Party served  
25 with the subpoena or court order shall not produce any information designated in this  
26 action as “CONFIDENTIAL” before a determination by the court from which the  
27 subpoena or order issued, unless the Party has obtained the Designating Party’s  
28

1 permission. The Designating Party shall bear the burden and expense of seeking  
2 protection in that court of its confidential material and nothing in these provisions  
3 should be construed as authorizing or encouraging a Receiving Party in this Action  
4 to disobey a lawful directive from another court.

5 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
6 **PRODUCED IN THIS LITIGATION**

7 9.1 Application. The terms of this Stipulated Protective Order are applicable  
8 to information produced by a Non-Party in this Action and designated as  
9 "CONFIDENTIAL." Such information produced by Non-Parties in connection with  
10 this litigation is protected by the remedies and relief provided by this Order. Nothing  
11 in these provisions should be construed as prohibiting a Non-Party from seeking  
12 additional protections.

13 9.2 Notification. In the event that a Party is required, by a valid discovery  
14 request, to produce a Non-Party's confidential information in its possession, and the  
15 Party is subject to an agreement with the Non-Party not to produce the Non-Party's  
16 confidential information, then the Party shall:

17 (a) promptly notify in writing the Requesting Party and the Non-Party that  
18 some or all of the information requested is subject to a confidentiality agreement  
19 with a Non-Party;

20 (b) make the information requested available for inspection by the Non-  
21 Party, if requested.

22 9.3 Conditions of Production. If the Non-Party fails to seek a protective  
23 order from this court within 14 days of receiving the notice and accompanying  
24 information, the Receiving Party may produce the Non-Party's confidential  
25 information responsive to the discovery request. If the Non-Party timely seeks a  
26 protective order, the Receiving Party shall not produce any information in its  
27 possession or control that is subject to the confidentiality agreement with the Non-  
28 Party before a determination by the court. Absent a court order to the contrary, the

1 Non-Party shall bear the burden and expense of seeking protection in this court of its  
2 Protected Material.

3 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
5 Protected Material to any person or in any circumstance not authorized under this  
6 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
7 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
8 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
9 persons to whom unauthorized disclosures were made of all the terms of this Order,  
10 and (d) request such person or persons to execute the “Acknowledgment and  
11 Agreement to Be Bound” (Exhibit A).

12 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
13 **PROTECTED MATERIAL**

14 When a Producing Party gives notice to Receiving Parties that certain  
15 inadvertently produced material is subject to a claim of privilege or other protection,  
16 the obligations of the Receiving Parties are those set forth in Rule 26(b)(5)(B) of the  
17 Federal Rules of Civil Procedure. This provision is not intended to modify whatever  
18 procedure may be established in an e-discovery order that provides for production  
19 without prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal  
20 Rules of Evidence, insofar as the parties reach an agreement on the effect of  
21 disclosure of a communication or information covered by the attorney-client  
22 privilege or work product protection, the parties may incorporate their agreement in  
23 the stipulated protective order submitted to the court.

24 **12. MISCELLANEOUS**

25  
26 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order  
27 abridges the right of any person to seek its modification by the court in the future.

28 12.2 Right to Assert Other Objections. By stipulating to the entry of this

1 Stipulated Protective Order no Party waives any right it otherwise would have to  
2 object to disclosing or producing any information or item on any ground not  
3 addressed in this Stipulated Protective Order. Similarly, no Party waives any right  
4 to object on any ground to use in evidence of any of the material covered by this  
5 Stipulated Protective Order.

6 12.3 Filing Protected Material. A Party that seeks to file under seal any  
7 Protected Material must comply with Local Rule 79-5. Protected Material may only  
8 be filed under seal pursuant to a court order authorizing the sealing of the specific  
9 Protected Material at issue. If a Party's request to file Protected Material under seal  
10 is denied by the court, then the Receiving Party may file the information in the  
11 public record unless otherwise instructed by the court.

12 **13. FINAL DISPOSITION**

13 After the Final Disposition of this Action, as defined in paragraph 4, within 60  
14 days of a written request by the Designating Party, each Receiving Party must return  
15 all Protected Material to the Producing Party or destroy such material. As used in  
16 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
17 summaries, and any other format reproducing or capturing any of the Protected  
18 Material. Whether the Protected Material is returned or destroyed, the Receiving  
19 Party must submit a written certification to the Producing Party (and, if not the same  
20 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
21 (by category, where appropriate) all the Protected Material that was returned or  
22 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
23 abstracts, compilations, summaries or any other format reproducing or capturing any  
24 of the Protected Material. Notwithstanding this provision, Counsel is entitled to  
25 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
26 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
27 reports, attorney work product, and consultant and expert work product, even if such  
28



1 materials contain Protected Material. Any such archival copies that contain or  
2 constitute Protected Material remain subject to this Protective Order as set forth in  
3 Section 4.

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1 **14. VIOLATION**

2 Any violation of this Stipulated Protective Order may be punished by any and  
3 all appropriate measures including, without limitation, contempt proceedings and/or  
4 monetary sanctions.

5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

6 **LAUREL EMPLOYMENT LAW APC:**

8 Dated: July 23, 2025

7  
By: /s/ Kyle DeCamp  
Kyle DeCamp, Esq.  
Joshua L. White, Esq.  
Attorneys for Plaintiff, Jeremy Barrios

11  
12 **MICHELMAN & ROBINSON, LLP:**

13  
14 Dated: July 23, 2025

By: /s/ Amanda Monroe  
Dana A. Kravetz, Esq.  
Amanda K. Monroe, Esq.  
Attorneys for Defendants, Marriott  
International Administrative Services,  
Inc.; Edition Management LLC dba The  
West Hollywood Edition

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21 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

22  
23 DATED: July 24, 2025

  
\_\_\_\_\_  
STEPHANIE S. CHRISTENSEN  
United States Magistrate Judge

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective  
Order that was issued by the United States District Court for the Central District  
of California on July \_\_\_\_, 2025 in the case of *Jeremy Barrios v. Marriott  
International Administrative Services, Inc. et al.* and bearing Case No.: 2:25-cv-  
05138-SSC. I agree to comply with and to be bound by all the terms of this  
Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item  
that is subject to this Stipulated Protective Order to any person or entity except in  
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print  
or type full name] of \_\_\_\_\_ [print or type full address and telephone  
number] as my California agent for service of process in connection with this  
action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_  
City and State where sworn and  
signed: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_